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Our Ref. : 07-Q-002-JK and 07-Q-003-JK

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUDGE BAER

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MENORAH INSURANCE CO. LTD. a/s/o Nilit Ltd.,

Plaintiff,

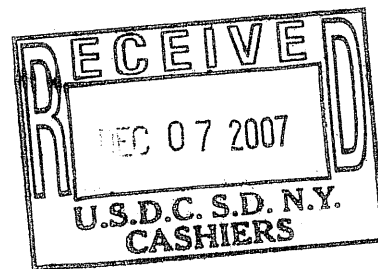
- against -

A.P. MOLLER-MAERSK A/S trading as Maersk Line,

Defendant.
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07 CV 11090
07 Civ. ()

COMPLAINT



Plaintiff, MENORAH INSURANCE CO. LTD., by their attorneys, Badiak, & Will, LLP, as and for their Complaint herein against the defendant, alleges upon information and belief as follows:

1. All and singular the following premises are true and constitute an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

2. Plaintiff, Menorah Insurance Co. Ltd. (hereinafter referred to as "Menorah"), is and was at all times hereinafter mentioned a corporation organized and existing under and by virtue of the laws of a foreign state and provided all-risk cargo insurance for the subject shipments

hereinafter described, and maintained an office c/o World to World Services, P.O. Box 402, Franklin Square, New York 11010-0402.

3. Plaintiff Menorah has paid the consignees and owners of the shipments mentioned hereinafter pursuant to a marine cargo insurance policy herein before described and brings this action on its own behalf and as agent and trustee on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action. The shippers and consignees hereinafter mentioned have performed all conditions required on their part to be performed with respect to the subject shipment.

4. Defendant, A.P. Moller-Maersk A/S trading as Maersk Line, (hereinafter "Maersk"), is and was a corporation organized and existing under and by virtue of the laws of a foreign state with an office and place of business c/o Maersk, Inc., Giralda Farms, Madison Avenue, Madison, New Jersey 07940, and is and was at all times hereinafter mentioned, a common carrier by water for hire and owned, chartered, managed and/or otherwise controlled or contracted to use the M.V. NEDLLOYD COLOMBO and the M.V. MAERSK MARYLAND as general vessels engaged in the common carriage of merchandise by water for hire between, among others, the ports of Haifa, Israel, and the port of Newport News, Virginia.

AS AND FOR ITS FIRST CAUSE OF ACTION

5. On or before June 13, 2006, there was shipped by Nilit, Ltd., as shipper and the plaintiff's insured, and delivered to Maersk and the M.V. NEDLLOYD COLOMBO, at Haifa, Israel, as common carriers, a shipment consisting of 119 cartons of polyamide yarns shipped in

ocean shipping container KNLU 513493-4, then being in good order and condition, and defendant then and there accepted the said shipment so shipped and delivered to them and, in consideration of certain freight charges thereupon paid or agreed to be paid, agreed to transport and carry the said shipment to the Port of Newport News, Virginia, and there deliver same in like good order and condition as when shipped, delivered to and received by them, to Nilit America Corp., the consignee and the plaintiff's assured, all in accordance with a bill of lading issued by or on behalf of the aforementioned vessel and defendant Maersk numbered 85122643A, dated on or about June 13, 2006.

6. Thereafter the defendant made delivery of the aforementioned shipment but not in like good order, condition or quantity as when shipped, delivered to and received by them but, to the contrary, with serious damage, shortage and impaired in value, all in violation of the defendant's obligations and duties as a common carrier of merchandise by water for hire.

7. By reason of the foregoing premises, plaintiff has sustained damage, as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sum of \$49,122.01.

AS AND FOR ITS SECOND CAUSE OF ACTION

8. Plaintiff repeats and re-alleges herein the allegations contained in paragraphs numbered "1." through "4.", inclusive, as if set forth fully at length herein.

9. On or before June 16, 2006, there was shipped by Nilit Ltd., and S.N. Fibers, Ltd., as shippers and plaintiff's assureds, and delivered to Maersk and the M.V. MAERSK MARYLAND, at Haifa, Israel, as common carriers, a shipment consisting of 42 cartons of

polyamide yarns shipped in ocean shipping container number MSKU 865790-7, then being in good order and condition, and defendant then and there accepted the said shipment so shipped and delivered to them and, in consideration of certain freight charges thereupon paid or agreed to be paid, agreed to transport and carry the said shipment to the Port of Newport News, Virginia, and there deliver same in like good order and condition as when shipped, delivered to and received by them, to Unifi, Ltd., the consignee and the plaintiff's assured, all in accordance with a bill of lading issued by or on behalf of the aforementioned vessel and defendant Maersk numbered 85152407A, dated on or about June 16, 2006.

10. Thereafter the defendant made delivery of the aforementioned shipment ex the vessel MAERSK MARYLAND, but not in like good order, condition or quantity as when shipped, delivered to and received by them but, to the contrary, with serious damage, shortage and impaired in value, all in violation of the defendant's obligations and duties as a common carrier of merchandise by water for hire.

11. By reason of the foregoing premises, plaintiff has sustained damage, as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sum of \$79,798.28.

WHEREFORE, plaintiff prays:

1. That process in due form of law may issue against defendant citing it to appear and answer all and singular the matters aforesaid;

2. That if defendant cannot be found within this District then all of their property within this District be attached in the sum of \$125,920.29, with interest thereon and costs, the sum sued for in this Complaint;

3. That judgment may be entered in favor of plaintiff against defendant on the First and Second Causes of Action for the amount of plaintiff's damages, \$125,920.29, together with interest and costs and the disbursements of this action; and

4. That this Court will grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
December 7, 2007

BADIAK & WILL, LLP
Attorneys for Plaintiff,
Menorah Insurance Co. Ltd.

By: 

JAMES P. KRAUZLIS (JK-4972)